

REMARKS

Claims 1-88 are pending in the application. Claims 1, 60 and 78 are the independent claims.

The Claims Are Not Anticipated by Messer

The Office has rejected claims 1-12, 14, 16, 18-30, 33-52, 55-62, 64-78, 80¹-83 and 85-87 under 35 U.S.C. § 102(b) as being anticipated by Messer (WO 98/57285). Applicant respectfully traverses this rejection, and submits that each pending claim is patentably distinguishable over Messer.

In order for a claim to be anticipated under 35 U.S.C. § 102, the reference must disclose, either expressly or inherently, each and every element as set forth in the claim. M.P.E.P. § 2131. Such anticipation does not occur in the instant application, however, because Messer fails to disclose each and every element as set forth in the pending claims for at least the following reasons:

Messer Does Not Teach or Suggest a User Node Providing a Request to Record a Transaction

Independent claim 1 recites, in part, “a user node to provide a request to perform a transaction and a request to record the transaction.” Messer neither teaches nor suggests such a limitation.

Messer describes a merchant (40) site that records a transaction after a purchase (FIG. 7, step 970), and then forwards the transaction details to a clearinghouse (30) for further processing (FIG. 7, step 980). Nothing in Messer discloses a *user node providing a request to record a transaction* in addition to a request to perform a transaction as recited by independent claim 1.

Accordingly, for at least this reason, Messer cannot anticipate independent claim 1. Furthermore, as each of dependent claims 2-59 depend from and further limit independent claim

1, Applicant respectfully submits that for at least the same reason as above claims 2-59 also cannot be anticipated by Messer under 35 U.S.C. § 102.

***Messer Does Not Teach or Suggest a Transaction Confirmation To a User Node
including a Command To Record a Transaction***

Independent claim 1 recites, in part, “a transaction node . . . to provide a transaction confirmation to the user node, the transaction confirmation including a command to record the transaction.” Independent claim 60 recites a similar limitation. Messer neither teaches nor suggests such a limitation.

As stated above, Messer describes a merchant (40) site that records a transaction after a purchase (FIG. 7, step 970), and then forwards the transaction details to a clearinghouse (30) for further processing (FIG. 7, step 980). Nothing in Messer discloses providing a transaction confirmation to a user node *which includes a command to record the transaction* as recited by independent claims 1 and 60.

Accordingly, for at least this reason, Messer cannot anticipate independent claims 1 and 60. Furthermore, as each of dependent claims 2-59 and 61-77 depend from and further limit independent claims 1 and 60, respectively, Applicant respectfully submits that for at least the same reason as above claims 2-59 and 61-77 also cannot be anticipated by Messer under 35 U.S.C. § 102.

***Messer Does Not Teach or Suggest a Monitor Node Receiving a Request To Record a
Transaction Provided by a User node in response to the Command To Record the
Transaction***

Independent claim 1 recites, in part, “a monitor node to receive the request to record the transaction provided by the user node in response to the command to record the transaction.”

¹ Claim 80 appears to have been inadvertently omitted from the list of rejected claims on page 2, paragraph 3, of the Office action.

Independent claim 60 recites a similar limitation. Messer neither teaches nor suggests such a limitation.

As stated above, Messer describes a merchant (40) site that records a transaction after a purchase (FIG. 7, step 970), and then forwards the transaction details to a clearinghouse (30) for further processing (FIG. 7, step 980). To the extent that one might consider the clearinghouse of Messer to be a monitor node, the clearinghouse would still not anticipate this claim limitation because the clearinghouse does not receive a request to record a transaction *from a user node*, nor *in response to a command to record the transaction provided to the user node*. Nothing in Messer discloses a monitor node receiving a request to record a transaction provided by the user node in response to the command to record the transaction as recited by independent claims 1 and 60.

Accordingly, for at least this reason, Messer cannot anticipate independent claims 1 and 60. Furthermore, as each of dependent claims 2-59 and 61-77 depend from and further limit independent claims 1 and 60, respectively, Applicant respectfully submits that for at least the same reason as above claims 2-59 and 61-77 also cannot be anticipated by Messer under 35 U.S.C. § 102.

Messer Does Not Teach or Suggest Formatting a Cookie at an Ad Server

Independent claim 78 recites, in part, “formatting a cookie at an ad server, the cookie including information related to a selection of an advertisement at a content site.” Messer neither teaches nor suggests such a limitation.

The Office states that this limitation is met by page 13, line 24 – page 14, line 8 of Messer (Office action, page 12), which describes the *merchant (40)* site placing a cookie onto the user site - if the user determines not to make a purchase at the merchant site - in order to enable tracking of a later purchase. However, because the merchant site of Messer does not serve ads, it cannot be considered an ad server and thus cannot format a cookie *at an ad server* as recited by independent claim 78.

Accordingly, for at least this reason, Messer cannot anticipate independent claim 78. Furthermore, as each of dependent claims 79-88 depend from and further limit independent claim 78, Applicant respectfully submits that for at least the same reason as above claims 79-88 also cannot be anticipated by Messer under 35 U.S.C. § 102.

Messer Does Not Teach or Suggest Providing a Cookie from the User Node To the Ad Server Whenever the User Makes a Transaction

Independent claim 78 recites, in part, “providing the cookie from the user node to the ad server whenever the user makes a transaction at a sale site associated with the advertisement.” Messer neither teaches nor suggests such a limitation.

The Office states that this limitation is also met by page 13, line 24 – page 14, line 8 of Messer (Office action, page 12), which describes the *merchant (40)* site placing a cookie onto the user site - if the user determines not to make a purchase at the merchant site - in order to enable tracking of a later purchase. As noted above, however, the merchant site of Messer does not serve ads and thus cannot be considered an ad server. Thus, any cookie provided to the merchant site of Messer cannot be equated with a user node providing a cookie to an ad server as recited by independent claim 78.

Accordingly, for at least this reason, Messer cannot anticipate independent claim 78. Furthermore, as each of dependent claims 79-88 depend from and further limit independent claim 78, Applicant respectfully submits that for at least the same reason as above claims 79-88 also cannot be anticipated by Messer under 35 U.S.C. § 102.

The Claims Are Non-Obvious Over Messer in View of Angles

The Office has rejected claims 13, 15, 17, 31-32, 53-54, 63, 79 and 84 under 35 U.S.C. 103(a) as being unpatentable over Messer in view of Angles (U.S. Patent No. 5,933,811). Applicant respectfully submits that the Office action does not establish a *prima facie* case of obviousness, because the suggestions or motivations provided by the Office do not cure the deficiencies of Messer (the 35 U.S.C. § 102 art) as explained above.

Accordingly, Applicant submits that all of the pending claims, independent and dependent, are non-obvious over Messer in view of Angles under 35 U.S.C. § 103.

The Claims Are Non-Obvious Over Messer in View of Davis

The Office has rejected claim 88 under 35 U.S.C. 103(a) as being unpatentable over Messer in view of Davis (U.S. Patent No. 5,796,952). Applicant respectfully submits that the Office action does not establish a *prima facie* case of obviousness, because the suggestions or motivations provided by the Office do not cure the deficiencies of Messer (the 35 U.S.C. § 102 art) as explained above.

Accordingly, Applicant submits that all of the pending claims, independent and dependent, are non-obvious over Messer in view of Davis under 35 U.S.C. § 103.

CONCLUSION


It is respectfully submitted that, in view of the foregoing remarks, the application is in clear condition for allowance. Issuance of a Notice of Allowance is earnestly solicited.

Although not believed necessary, the Office is hereby authorized to charge any fees required under 37 C.F.R. § 1.16 or § 1.17 or credit any overpayments to Kenyon & Kenyon LLP's Deposit Account No. 11-0600.

The Examiner is invited to contact the undersigned at 202-220-4200 to discuss any matter regarding this application.

Respectfully submitted,

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